

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO. 06-208
ANNUAL REQUIREMENTS FOR
MODIFIED MAGNESIUM CHLORIDE SOLUTION
80% & 90% SOLUTION

DATE: August 17, 2006

CONTRACT PERIOD: Sept. 1, 2006 thru August 31, 2007

CONTRACTOR: Scotwood Industries, Inc.
12980 Metcalf Ave., Ste 240
Overland Park, KS 66213

PURCHASING DIVISION

K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Jim Wilson

Telephone No.: 913-851-3500

FAX No.: 913-851-3553

E-Mail Address: kpeyton@scotwoodindustries.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

As Per Specification & Contract

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O.# 76985
Dated: 08-07-06

76785
COPY

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS FOR
MODIFIED MAGNESIUM CHLORIDE SOLUTION
80% & 90% SOLUTION
SPECIFICATION 06-208**

**Contractor:
Scotwood Industries, Inc.
12980 Metclaf Ave., Ste. 240
Overland Park, KS 66213**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 7th day of August 2006, by and between **Scotwood Industries, Inc., 12980 Metcalf Ave., Ste. 240, Overland Park, KS 66213** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Requirements for Modified Magnesium Chloride Solution Spec. No. 06-208** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

Pricing as stated in your proposal

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The term of agreement shall be one (1) year from September 1, 2006 thru August 31, 2007; with option to renew for two (2) additional one (1) year mutually agreeable one year terms.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions, if applicable

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jean E. Ross
City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No. 76985

dated 8-7-06

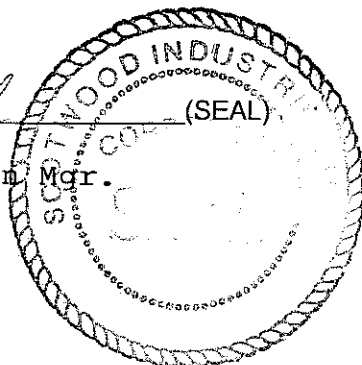
EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Kristi Russell
~~Secretary~~

Liquid Division Mgr.



SCOTWOOD INDUSTRIES, INC.

Name of Corporation
12980 METCALF AVE., SUITE 240
OVERLAND PARK, KS 66213
(Address)

By: *Jim Wilson*
Duly Authorized Official

VICE PRESIDENT
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Proposal
Specification 06-208
Modified Magnesium Chloride 80% & 90% Solution
Open: 12:00 Noon, July 07, 2006

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers 1 through 1 are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	90% Solution Modified Magnesium Chloride Solution	<u>25,000 GAL</u>	<u>\$ 0.663 /gal</u>	<u>\$ 16,575.00</u>
	MFG. <u>EARTH FRIENDLY CHEMICALS</u> / NORTH AMERICAN SALT NAME <u>ICE BAN 200M (90:10)</u>			
1.1	Delivery cost per mile (120 miles)	Per Mile	<u>\$ 3.200</u>	<u>\$ 384.00</u>
1.2	Drop Charge if any	Per Trip	<u>\$35.000</u>	<u>\$ 35.00</u>
2.	80% Solution Modified Magnesium Chloride Solution	<u>25,000 GAL</u>	<u>\$ 0.744 /gal</u>	<u>\$ 18,600.00</u>
	MFG. <u>EARTH FRIENDLY CHEMICALS</u> / NORTH AMERICAN SALT NAME <u>ICE BAN 200M (80:20)</u>			
2.1	Delivery cost per mile (120 miles)	Per Mile	<u>\$ 3.200</u>	<u>\$ 384.00</u>
2.2	Drop Charge if any	Per Trip	<u>\$35.00</u>	<u>\$ 35.00</u>

NO BID SECURITY REQUIRED

Period Covered: Date of award through August 31, 2007 with option to renew for two (2) additional one year mutually agreeable one year terms.

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes X
 No _____

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: YES; or
 (b) Bid prices subject to escalation/de-escalation: N/A.
 (c) If (b), state period for which prices will remain firm:
 Through N/A.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

☒ **YES** ☐ **NO**

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: KELLY PEYTON
TITLE: SALES & MARKETING ASSISTANT
PHONE NO. 913-851-3500 x. 220

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

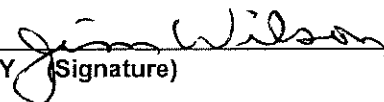
The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF BID ENVELOPE:

SEALED BID FOR SPEC. 06-208

SCOTWOOD INDUSTRIES, INC.
COMPANY NAME
12980 METCALF AVENUE, SUITE 240
STREET ADDRESS or P.O. BOX
OVERLAND PARK, KS 66213
CITY, STATE ZIP CODE
913-851-3500 913-851-3553
TELEPHONE No. FAX No.
kpeyton@scotwoodindustries.com
E-MAIL ADDRESS
NET 30 DAYS
TERMS OF PAYMENT


BY (Signature)
JIM WILSON
(Print Name)
VICE PRESIDENT
(Title)
JULY 10, 2006
(Date)
48 HOURS ARO
ESTIMATED DELIVERY DAYS (after receipt of order)

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: www.lincoln.ne.gov
Keyword: Bid

The Intent to Award will be listed on the website when a recommendation is received from the Department.